

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

COLOR IMAGE APPAREL, INC., a  
California corporation,

Plaintiff,

vs.

BRITTANY LINDER, an individual  
doing business as Bella del Mar; KIM  
CHACON, an individual doing business  
as Bella del Mar; CHACON LINDER, a  
California corporation, and DOES 1  
through 10, inclusive,

Defendants.

Case No. 8:16-cv-00831-JVS-JCG  
Hon. James V. Selna

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

Complaint filed: 05/03/2016

Pursuant to stipulation between the parties, plaintiff Color Image Apparel, Inc. ("CIA"), and defendants Brittany Linder, Kim Chacon, and Chacon Linder (collectively, "Defendants"), and for good cause appearing,

IT IS HEREBY ORDERED as follows:

The Materials (defined below) to be exchanged in the course of the litigation between the parties may contain confidential financial, marketing, customer or other commercial information, as is contemplated by Federal Rule of Civil Procedure 26(c)(7). This Stipulated Protective Order ("Order") is to protect the confidentiality of such Materials as much as practically possible during the litigation.

## DEFINITIONS

1  
2       1.     The term “Confidential Information” means and includes information  
3 disclosed or to be disclosed during this litigation including, without limitation,  
4 information contained in any Materials and information provided in documents,  
5 portions of documents, answers to interrogatories, responses to requests for  
6 admissions, and deposition testimony, including data, summaries, compilations,  
7 copies, abstracts, and any other format reproducing or capturing such information or  
8 otherwise derived from such information that meets the designation requirements of  
9 “CONFIDENTIAL” as set out in paragraph 6 below.

10       2.     The term “Counsel” means outside Counsel of Record and shall also  
11 include other attorneys, paralegals, secretaries, and other support staff employed by  
12 Counsel.

13       3.     The term “Counsel of Record” means (i) outside counsel who appear in  
14 the action in any capacity as counsel for a party, (ii) partners, principals, counsel,  
15 associates, employees, and contract attorneys of such outside counsel to whom it is  
16 reasonably necessary to disclose the Confidential Information for this action,  
17 including supporting personnel employed by the attorneys, such as paralegals, legal  
18 secretaries, and legal clerks, and/or (iii) independent shorthand reporters retained to  
19 record and transcribe testimony in this case and videographers retained to film  
20 testimony in this action.

21       4.     The term “Independent Expert” means a person with specialized  
22 knowledge or experience in a matter pertinent to the case who has been retained by  
23 Counsel to serve as an expert witness or as a litigation consultant in this case, and  
24 who is not a current employee of a party or of a competitor of a party and who, at  
25 the time of retention, is not anticipated to become an employee of, or a non-  
26 litigation consultant of a party or competitor of a party.

27       5.     The term “Material” includes but is not limited to: electronically stored  
28 information, including emails, text messages, and files created in Microsoft Word or

1 Excel; documents; correspondence; e-mails; memoranda; specifications; customer  
 2 lists or other matter that identify customers or potential customers; price lists or  
 3 schedules or other matter identifying pricing; minutes; statements; cancelled checks;  
 4 contracts; invoices; drafts; books of account; worksheets; notes of conversations;  
 5 desk diaries; appointment books; expense accounts; recordings; photographs;  
 6 compilations from which information can be obtained and translated into reasonably  
 7 usable form through detection devices; sketches; drawings; notes; reports;  
 8 instructions; disclosures; other writings; models and prototypes; and other physical  
 9 objects.

#### 10 GENERAL RULES GOVERNING DISCLOSURE

11 6. Each party to this litigation that produces or discloses any Confidential  
 12 Information and/or Material, or any other information or Material that the producing  
 13 party believes should be subject to this Order, may designate the same as  
 14 "CONFIDENTIAL." A party may designate Material as "CONFIDENTIAL" only  
 15 if the Material is non-public, the party treats the Material as confidential in the  
 16 course and scope of its business, and if the party believes in good faith the  
 17 unrestricted disclosure of such information and/or Material could be potentially  
 18 prejudicial to the business or operations of such party.

19 7. Whenever a deposition taken on behalf of any party involves a  
 20 disclosure of Confidential Information of any party:

21 (a) The deposition or portions of the deposition must be designated  
 22 as containing Confidential Information subject to the provisions of this Order;  
 23 such designation must be made on the record whenever possible, but a party  
 24 may designate portions of depositions as containing Confidential Information  
 25 after transcription of the proceedings; a party will have until fourteen (14)  
 26 days after receipt of the deposition transcript to inform the other party or  
 27 parties of the portions of the transcript to be designated "CONFIDENTIAL."  
 28

(b) The disclosing party will have the right to exclude from attendance at the deposition, only during such time as Confidential Information is to be disclosed, any person, other than the deponent and other than those individuals permitted access under this Order, the court reporter, and the person(s) agreed upon pursuant to paragraph 9 below; and

(c) The originals of the deposition transcripts and all copies must bear the legend "CONFIDENTIAL" and the original or any copy ultimately presented to a court for filing must not be filed unless it can be accomplished under seal, identified as being subject to this Order, and protected from being opened except by order of this Court.

8. Confidential Information must not be disclosed by the receiving party to anyone other than those persons permitted access within this Order and must be handled in the manner set forth below and must not be used for any purpose other than in connection with this litigation, unless and until such designation is removed either by agreement of the parties or order of the Court.

9. Materials designated "CONFIDENTIAL" may be viewed only by the following persons:

- (a) The parties and their Counsel;
- (b) The Court and its personnel and staff;
- (c) Independent Experts;
- (d) Non-party witnesses at deposition where the examining party determines it is necessary to show Confidential Information to such non-party and there is no less invasive way to secure the testimony;
- (e) Independent legal translators retained to translate in connection with this action;
- (f) Independent copying, scanning, technical support, and electronic document processing services retained by Counsel in connection with this action;

1 (g) Graphics, translation, or design services retained by Counsel for  
2 purposes of preparing demonstrative or other exhibits for deposition, trial, or  
3 otherwise in connection with this action;

4 (h) Non-technical jury or trial consulting services retained by  
5 Counsel in connection with this action.

6 With respect to persons described in subparagraphs (c) through (h), the Confidential  
7 Information may be given to such persons only where each such individual has read  
8 this Order in advance of disclosure and agreed in writing to be bound by its terms,  
9 and has executed a copy of the form attached hereto as Exhibit A in advance of  
10 access.

11 10. With respect to all Materials designated "CONFIDENTIAL," any  
12 person indicated on the face of the document to be its originator, author, or a  
13 recipient of a copy of the document, may be shown the Confidential Information.

14 11. All Materials which have been designated as "CONFIDENTIAL," and  
15 any and all reproductions, must be retained in the custody of the Counsel of Record  
16 for the receiving party, except that Independent Experts authorized to view such  
17 information under the terms of this Order may retain custody of copies such as are  
18 necessary for their participation in this litigation.

19 12. Before any Material produced in initial disclosures or discovery,  
20 answers to interrogatories, responses to requests for admissions, deposition  
21 transcripts, or other documents designated as "CONFIDENTIAL" are filed with the  
22 Court, the party seeking to file such Material must seek permission of Court to file  
23 the Material under seal. Any request to file such Material under seal must comply  
24 with Central District Local Rule 79-5.

25 13. At any stage of these proceedings, any party may object to the  
26 designation of Confidential Information. The objecting party must notify, in  
27 writing, Counsel for the designating party of the objected to designation of such  
28 Confidential Information and the grounds for the objection. If the dispute is not

1 resolved consensually between the parties within seven (7) days of receipt of the  
2 notice of objections, the objecting party may move the Court for a ruling on the  
3 objection. The Confidential Information at issue must be treated according to the  
4 designation until the Court has ruled on the objection or the matter has been  
5 otherwise resolved.

6 14. All Confidential Information must be held in confidence by those  
7 authorized by this Order to inspect or receive it, and must be used only for purposes  
8 of this litigation. Counsel for each party and each person receiving Confidential  
9 Information must take reasonable precautions to prevent the unauthorized or  
10 inadvertent disclosure of such Confidential Information. If Confidential Information  
11 is disclosed to any person other than a person authorized by this Order, the party  
12 responsible for the unauthorized disclosure must immediately bring all pertinent  
13 facts relating to the unauthorized disclosure to the attention of the other parties and,  
14 without prejudice to any rights and remedies of the other parties, make every effort  
15 to prevent further disclosure by the party and by the person(s) receiving the  
16 unauthorized disclosure.

17 15. No party will be responsible to another party for disclosure of  
18 Confidential Information under this Order if the Confidential Information in  
19 question is not labeled or otherwise designated in accordance with this Order.

20 16. If a party, through inadvertence, produces any Confidential Information  
21 without labeling or marking or otherwise designating it as such in accordance with  
22 this Order, the designating party may give written notice to the receiving party that  
23 the document or thing produced is to be designated "CONFIDENTIAL," and that  
24 the document or thing produced should be treated as such in accordance with that  
25 designation under this Order. The receiving party must treat such designated  
26 Confidential Information in accordance with this Order, once the designating party  
27 notifies the receiving party. If the receiving party has disclosed such Confidential  
28 Information before receiving the designation, the receiving party must notify the



1 designating party in writing of each such disclosure, and the receiving party will  
2 make every effort to prevent further disclosure by the party and by the person(s)  
3 receiving such inadvertently produced Confidential Information and shall require  
4 that the party who received the Confidential Information return it, as well as all  
5 copies, to Counsel. Counsel for the parties will agree on a mutually acceptable  
6 manner of labeling or marking the inadvertently produced Confidential Information  
7 as "CONFIDENTIAL."

8 17. Nothing in this Order prejudices the right of any party to object to the  
9 production of any discovery on the grounds that Materials, regardless of whether  
10 designated "CONFIDENTIAL," are protected by the attorney-client, attorney work  
11 product, or any other applicable privilege.

12 18. This Order is without prejudice to the right of any party to oppose  
13 production of any Confidential Information for lack of relevance/discoverability, or  
14 on any other ground other than the mere presence of Confidential Information. The  
15 existence of this Order must not be used by either party as a basis for discovery that  
16 is otherwise improper under the Federal Rules of Civil Procedure.

17 19. Final Disposition.

18 Unless otherwise agreed to by the parties in writing, within sixty (60) days  
19 after the Final Disposition of this litigation, as defined below, each receiving party  
20 authorized by this Order must return all Confidential Information to the producing  
21 party or destroy such Confidential Information. Whether the Confidential  
22 Information is returned or destroyed, Counsel for the receiving party must submit a  
23 written certification to Counsel for the producing party (and, if not the same person  
24 or entity, to the designating party) by the 60-day deadline that (1) identifies (by  
25 category, where appropriate) all the Confidential Information that was returned or  
26 destroyed and (2) affirms that the receiving party has not retained any of the  
27 Confidential Information. Notwithstanding this provision, and unless otherwise  
28 agreed by the parties in writing, Counsel are entitled to retain an archival copy of all

1 pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
2 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
3 work product, and consultant and expert work product, even if such Material  
4 contains Confidential Information. Any such archival copies that contain or  
5 constitute Confidential Information remain subject to this Order as set forth herein.  
6 Even after Final Disposition of this litigation, the confidentiality obligations  
7 imposed by this Order shall remain in effect until a designating party agrees  
8 otherwise in writing or a Court otherwise directs. "Final Disposition" means the  
9 later of (1) dismissal of all claims and defenses in this litigation, with or without  
10 prejudice, and (2) final judgment in this litigation after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
12 including the time limits for filing any motions or applications for extension of time  
13 pursuant to applicable law.

14       20. The restrictions and obligations set forth within this Order shall not  
15 apply to any Confidential Information that: (a) the parties mutually agree should not  
16 be subject to this Order; (b) the parties mutually agree, or the Court rules, is already  
17 public knowledge; (c) the parties mutually agree, or the Court rules, has become  
18 public knowledge other than as a result of disclosure by the receiving party, its  
19 employees, or its agents in violation of this Order; or (d) has come or will come into  
20 the receiving party's legitimate knowledge independently of the production by the  
21 designating party. Prior knowledge must be established by pre-production  
22 documentation.

23       21. The restrictions and obligations within this Order shall not be deemed  
24 to prohibit discussions of any Confidential Information with anyone if that person  
25 already has or obtains legitimate possession of that information.

26       22. Transmission by facsimile or e-mail is acceptable for all notification  
27 purposes within this Order.

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1        23. This Order may be modified by written agreement of the parties,  
 2 subject to approval by the Court.

3        24. The Court may modify the terms and conditions of this Order for good  
 4 cause, or in the interest of justice, or on its own order at any time in these  
 5 proceedings. The parties prefer and respectfully request that the Court provide them  
 6 with notice of the Court's intent to modify the Order and the content of those  
 7 modifications, prior to entry of such an order.

8        25. Even after the termination of this litigation, the confidentiality and  
 9 other obligations imposed by this Order shall remain in effect until the producing  
 10 party agrees otherwise in writing or the Court otherwise directs. Any Final  
 11 Disposition of this litigation as to any or all parties will include a specific provision  
 12 that the Court will retain jurisdiction to enforce the terms of this Order for a period  
 13 of two (2) years following such Final Disposition unless otherwise ordered by the  
 14 Court and that the parties, Counsel, and any individual who receives any  
 15 Confidential Information authorized by this Order consents to the personal  
 16 jurisdiction of the Court for that purpose.

17 Dated: July 30, 2016

RUTAN & TUCKER, LLP

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By: /s/ Michael Adams

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Michael Adams  
 Attorneys for Plaintiff Color Image  
 Apparel, Inc.

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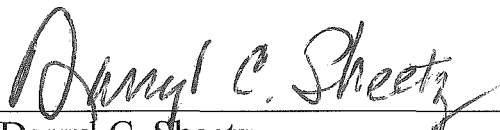
22 Dated: July 30, 2016

LAW OFFICES OF DARRYL C. SHEETZ

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By:



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Darryl C. Sheetz  
 Attorneys for Defendants Kim  
 Chacon, Brittany Linder, and Chacon  
 Linder


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1 IT IS SO ORDERED.

2 Dated: August 5, 2016

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4 Honorable Jay C. Gandhi  
5 United States Magistrate Judge

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## EXHIBIT A

**EXHIBIT A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

COLOR IMAGE APPAREL, INC., a  
California corporation,

Plaintiff,

vs.

BRITTANY LINDER, an individual  
doing business as Bella del Mar; KIM  
CHACON, an individual doing business  
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California corporation, and DOES 1  
through 10, inclusive,

Defendants.

Case No. 8:16-cv-00831-JVS-JCG  
Hon. James V. Selna

**AGREEMENT TO BE BOUND BY  
PROTECTIVE ORDER**

Complaint filed: 05/03/2016

I, \_\_\_\_\_, declare and say that:

1. I am employed as \_\_\_\_\_ by \_\_\_\_\_.

2. I have received and read a copy of the Protective Order entered in  
Color Image Apparel, Inc. v. Brittany Linder, Kim Chacon, and Chacon Linder,  
Case No. No. 8:16-cv-00831-JVS-JCG, and understand and agree to abide by its  
terms.

3. I agree to keep confidential all Confidential Information provided to me  
in this matter, in accordance with the restrictions in the Protective Order.

4. I acknowledge that by signing this agreement I am subjecting myself to  
the jurisdiction of the United States District Court for the Central District of  
California with respect to enforcement of the Protective Order.

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**EXHIBIT A, PAGE 12**

1           5. I understand that any disclosure or use of Confidential Information in  
2 any manner contrary to the provisions of the Protective Order may subject me to  
3 sanctions for contempt of Court.

4           I declare under penalty of perjury under the laws of the United States that the  
5 foregoing is true and correct.

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7 Dated: \_\_\_\_\_

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EXHIBIT A, PAGE 13